

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
SOUTHERN DIVISION**

BAINS SOFTWARE, INC.,

Plaintiff,

v.

GLF ENTERPRISES, LLC, et al.,

Defendants.

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No. 23-03240-CV-S-DPR

**ORDER**

Before the Court is Plaintiff's Motion to Dismiss Defendants' Attorneys' Fees Counterclaims and Suggestions in Support. (Docs. 30, 31.) Defendants filed a Joint Response. (Doc. 35.) Upon review, for the reasons set forth by Plaintiff, the Court finds that Defendants' requests for reimbursement of attorney fees under the Asset Purchase Agreement ("APA") at issue are improperly brought as counterclaims, as they are merely demands for remedies and are premature until determination of the underlying dispute. Furthermore, both Defendants pray for the "costs of suit [and] attorney fees" as remedies in their Answers.

Accordingly, the Motion to Dismiss is **GRANTED**. Defendant GLF's Counter-Claim for Attorney Fees (doc. 29 at 12) and Defendant Marriott's Counter-Claim for Attorney Fees (doc. 28 at 12) are dismissed. This Order does not preclude either Defendant from seeking their costs incurred in conducting the action, including reasonable attorneys' fees and expenses and court costs under the "Prevailing Party Fees" provision of the APA, should they prevail in the action.

**IT IS SO ORDERED.**

/s/ David P. Rush

DAVID P. RUSH

UNITED STATES MAGISTRATE JUDGE

DATE: May 13, 2024